

## SAFE HARBOR AGREEMENT

### 1.0 INTRODUCTION

This Safe Harbor Agreement (Agreement), effective and binding on the date of last signature below, is between the Robert Mondavi Winery (“Robert Mondavi”) and the U.S. Fish and Wildlife Service (Service) (hereinafter referred to as “the Parties”):

Robert Mondavi: Robert Mondavi Winery  
c/o Robert LaVine  
3426 Empresa Dr. Suite A  
San Luis Obispo, CA 93401-7327  
(805) 541-2290

Service: Ms. Diane Noda  
U.S. Fish and Wildlife Service  
2493 Portola Road, Suite B  
Ventura, CA 93003  
(805) 644-1766

#### **Agreement/Tracking Number:**

**This Agreement covers the following species:** California red-legged frog (*Rana aurora draytonii*), least Bell’s vireo (*Vireo bellii pusillus*) and the southwestern willow flycatcher (*Empidonax traillii eximius*). These three species are considered the “covered species” as defined in the Service’s final Safe Harbor Policy (64 Federal Register 32717).

**This Agreement covers the following property:** The property covered by the Agreement and Permit to be issued simultaneously therewith is the approximately 424-acre “Phase I” portion of an approximately 928-acre parcel known as “Cuesta Ridge Vineyard” located in Township 29 north, Range 13 east, San Luis Obispo County, California, approximately 5 miles east of the town of Santa Margarita, east of Highway 101 and south of Pozo Road (“enrolled lands”). The property is delineated on the map included with the July 24, 2001 “Conservation Plan” prepared for the property by the Templeton Field Office of the Natural Resources Conservation Service, which conservation plan is appended hereto. Robert Mondavi holds a long-term lease on the Cuesta Ridge Vineyard from the Santa Margarita Ranch, LLC, which lease expires either if the property is sold, or 2035. This property is considered the “enrolled property” as defined in the Service’s final Safe Harbor Policy.

**Agreement/Permit Duration:** This Agreement will remain in effect through 2035, the year in which Robert Mondavi’s lease on the property expires. The requested permit will remain in effect for 10 years beyond the term of this Agreement. The additional 10 years of permit duration will

allow the landowner or lessee to continue with routine farming operations without actively maintaining habitat for any covered listed species that may occupy the enrolled lands. If the habitat becomes unsuitable for the covered species or if individuals of the covered species are taken by routine farming operations during this time, the landowner or lessee would not be liable for section 9 prohibitions on the restored lands.

## **2.0 AUTHORITY AND PURPOSE**

Sections 2, 7, and 10 of the Endangered Species Act (“Act”) of 1973, as amended, allow the Service to enter into this Agreement. Section 2 of the Act states that encouraging interested parties, through Federal financial assistance and a system of incentives, to develop and maintain conservation programs is a key to safeguarding the Nation’s heritage in fish, wildlife, and plants. Section 7 of the Act requires the Service to review programs that it administers and to utilize such programs in furtherance of the purposes of the Act. By entering into this Agreement, the Service is utilizing its Endangered Species and related programs to further the conservation of the Nation’s fish and wildlife resources.

Section 10(a)(1) of the Act authorizes the Service’s issuance of enhancement of survival permits for listed species, and this Agreement is entered into pursuant to the Service’s Safe Harbor Policy and implementing regulations (64 Federal Register 32706), and implements the intent of the Parties to follow the procedural and substantive requirements of section 10(a)(1)(A) of the Act. Section 10(d) of the Act provides that the Service may grant permits authorizing the taking of endangered species under section 10(a)(1)(A) only if it finds that they “(1) were applied for in good faith, (2) if granted and exercised will not operate to the disadvantage of such endangered species, and (3) will be consistent with the purposes and policy set forth in section 2 of this Act.” This Agreement helps satisfy these requirements. The Permit has been applied for in good faith. If granted, it is expected to operate to the advantage of the covered species by increasing and improving the habitat available to them, creating an opportunity to increase their numbers, and providing insurance against the loss of these species in the area as a result of habitat loss or other factors elsewhere. The Agreement and Permit are consistent with the purposes and policies of the Act, because they are expected to further the conservation of the covered species in a manner consistent with the recommendations and strategies contained in the recovery plans for these species.

The purpose of this Agreement is for the Parties to collaborate to implement conservation measures for the covered species, by restoring and maintaining suitable habitat and by controlling undesirable non-native species. Robert Mondavi will receive an enhancement of survival permit (Permit) that authorizes implementation of the conservation actions and other provisions of this Agreement and authorizes incidental take of the covered species above Robert Mondavi’s baseline responsibilities, as defined in this Agreement.

### 3.0 BACKGROUND

#### 3.1 Description of the Enrolled Property

The enrolled property is currently composed of approximately 310 acres of vineyard, 60 acres of unplanted upland, 26 acres of wetlands, and 18 acres of riparian habitat. The proposed project is located along an ephemeral stream known as Taco Creek (identified as area "4R" on the map accompanying the July 24, 2001 "Conservation Plan" prepared for the property by the Templeton Field Office of the Natural Resources Conservation Service). At this time, Taco Creek is a meandering ditch with very little native riparian vegetation. Much of the area immediately adjacent to the creek is densely covered with starthistle (*Centaurea solstitialis*) and only a few widely scattered willows and oaks occur along the creek. The area around the creek was previously farmed and grazed up to edge of the creek. However, since Robert Mondavi has acquired its leasehold, cattle grazing has been eliminated from the site. Taco Creek is west of Pozo and Las Pilitas Roads. It drains approximately 750 acres, composed of 310 acres of vineyard, 370 acres of grazing land outside of the leasehold, and 40 acres of wetlands and buffers. Taco Creek drainage is in the headwaters of the Salinas River, approximately 130 miles upstream from Monterey Bay. The drainage flows northeast from the Los Padres National Forest, through Santa Margarita Ranch and Phase 1 of Robert Mondavi's Cuesta Ridge Vineyard, and meets Rinconada Creek approximately 1 mile from its confluence with the Salinas River. The Salinas River Basin is within Recovery Unit 6, as defined in the recovery plan for the California red-legged frog (Fish and Wildlife Service, Recovery Plan for the California Red-legged Frog, May 28, 2002, p. 49).

Taco Creek is one of two seasonal creeks flowing across Cuesta Ridge Vineyard. The vineyards are not planted directly adjacent to Taco Creek. The Cuesta Ridge Vineyard slopes from <1% (southwest side) to 4% (northwest side). A corridor, currently dominated by non-native weeds, begins at the top of the creek bank and extends away from the creek for 25 to 50 feet. A road that is 35 feet wide lies between this corridor and the vineyard.

#### 3.2 Description of Covered Species

Descriptions of the covered species are contained in the Service's biological opinion, dated June 6, 2003 which is hereby incorporated into this Agreement by reference. The California red-legged frog is federally listed as a threatened species. The least Bell's vireo and southwestern willow flycatcher are listed as endangered species. No critical habitat for any of the covered species occurs on the enrolled property.

#### 3.3 Description of Baseline Conditions

A site assessment conducted in June 2001, by Althouse and Meade, Inc. in accordance with the Service's "Guidance on Site Assessment and Field Surveys for California Red-legged Frogs," identified no known occurrences of the California red-legged frog within 5 miles of the property and concluded that the property contains only marginal habitat for this species. Protocol surveys for California red-legged frog were conducted on Taco Creek and surrounding areas in May 2002 and resulted in the observation of one adult California red-legged frog in a pond lying just west of the

enrolled lands. During the same survey, 5 adult California red-legged frogs were observed in Trout Creek, approximately 1 to 2 miles away from the project site. However, no California red-legged frogs were observed along Taco Creek on the property leased by Mondavi or downstream of the enrolled lands.

The Althouse and Meade, Inc. site assessment indicated that no habitat for least Bell's vireos and southwestern willow flycatchers exists on site. Therefore, neither of these two bird species exists on site. In June 2001, two biologists from the Ventura Fish and Wildlife office of the Fish and Wildlife Service visited the property and verified the status of habitat for the covered species.

Based on the site assessments and survey, the baseline for the California red-legged frog, least Bell's vireo and southwestern willow flycatcher will be set at zero (i.e., there are no prohibitions on the use of the property and no responsibilities for protecting covered species on the property under the Endangered Species Act caused by the presence of the covered species).

#### **4.0 AGREEMENT IMPLEMENTATION**

##### **4.1 Conservation Measures**

###### **4.1.1 *Maintaining the Baseline Conditions***

Subject to the further survey described in Part 3.3 above, there are no baseline responsibilities for the enrolled property at the time of this Agreement. Therefore, Robert Mondavi is not responsible for any baseline-dependant actions or activities associated with this Agreement.

###### **4.1.2 *Providing a Net Conservation Benefit***

The conservation measures that Robert Mondavi will undertake to accomplish the expected net conservation benefit for the covered species are set forth in detail in the "Taco Creek Riparian Management Plan" attached hereto and incorporated herein. In general, they consist of the restoration and maintenance along Taco Creek of native riparian habitat, suitable for use by the covered species, the control of yellow starthistle and other non-native plants in the project area, and efforts to reduce the number of bullfrogs (*Rana catesbeiana*) in sites near Taco Creek to reduce the likelihood of their colonization of Taco Creek.

These conservation measures are expected to result in the following net conservation benefits to the covered species:

- Increased availability of suitable breeding and foraging habitat through planting of native riparian vegetation and control of non-native weedy species;
- Reduced fragmentation, and increased connectivity of populations in the general area;
- Reduced numbers of non-native bullfrogs in the general vicinity of the project;
- Likelihood of increased population sizes of the covered species in the general area; and
- Insurance against the loss of these species in the general area as a result of habitat loss or other factors elsewhere.

The Service has determined that Robert Mondavi's conservation measures, as described in this Agreement and the attached management plan, will provide the net conservation benefits listed above for the covered species. It has also determined that the duration of the Agreement and associated Permit is sufficient to achieve these conservation benefits.

#### **4.2 Incidental Take**

During the term of the Agreement, if the covered species occupy the restored habitat, incidental take of those species could occur as a result of a variety of activities. For example, routine operations in the nearby vineyard, including planting, harvesting, manual weed and insect control, pruning, mowing, disking, and other activities, could injure or kill California red-legged frogs that are dispersing across active vineyard areas, and could disturb southwestern willow flycatchers or least Bell's vireos in the nearby riparian areas. Although the dirt road separating the project area from the vineyard area is a private road that receives very little use, vehicular traffic on the road could kill or injure California red-legged frogs dispersing between Taco Creek and other areas. Likewise, habitat restoration and maintenance activities in the Taco Creek project area, including manual weed control and planting of native vegetation, could incidentally take some individuals of the covered species. Measures undertaken to reduce bullfrog numbers either in Taco Creek or in nearby sites could inadvertently result in the take of some California red-legged frogs. The Agreement authorizes incidental take of the covered species, because none of the covered species currently occupy the property, nor would they be likely to do so without the voluntarily undertaken conservation measures described in this Agreement.

Although pesticide application is not prohibited by this Agreement or the accompanying permit, incidental take of listed species associated with application of pesticides is not authorized by the accompanying permit.

If Robert Mondavi proposes to undertake any actions that fall outside the scope of habitat enhancement or its normal farming operations, and that it reasonably expects will result in the incidental taking of any covered species, including any activities that will return the property to baseline conditions, it will give the Service at least 30 days advance notice thereof and provide it an opportunity to relocate any affected individuals. Robert Mondavi and the Service will work cooperatively to minimize negative impacts to covered species from such actions. For example, red-legged frogs may be relocated, and the nesting season for covered birds (if present) will be avoided.

#### **4.3 Monitoring Provisions**

Robert Mondavi will annually monitor implementation of the Agreement as specified in the Permit.

#### **4.4 Reporting Provisions**

Robert Mondavi will provide an annual report to the Service as specified in the Permit.

#### **4.5 Funding Provisions**

Robert Mondavi owns a leasehold interest in the enrolled property and is committed to implementing the provisions of the Agreement and Permit.

Implementation of this Agreement is subject to the requirements of the Anti-Deficiency Act and the availability of appropriated funds. Nothing in this Agreement will be construed by the Parties to require the obligation, appropriation, or expenditure of any funds from the U.S. Treasury. The Parties acknowledge that the Service will not be required under this Agreement to expend any Federal agency's appropriated funds unless and until an authorized agency official affirmatively acts to commit to such expenditures as evidenced in writing.

#### **4.6 Neighboring Landowners**

Other landowners are not Parties to this Agreement or the Permit associated with this Agreement. If Robert Mondavi's voluntary conservation measures result in the covered species occupying adjacent properties, the Service will use the maximum flexibility allowed under the Act to address neighboring properties under the Agreement and the associated Permit. However, the implications to neighboring landowners and the potential need to actively address these implications will be determined on a case-by-case basis. In general, the Service will endeavor to include neighboring landowners which may be affected by listed species as a Party to this or a separate Agreement and permit.

#### **4.7 Emergency Situations**

Emergency situations, such as wildfires, epidemic disease, or other factors, may require management actions not specified in this Agreement. In these situations, the Parties acknowledge that it may be impossible to provide the 30-day notice required by the Agreement prior to initiation of activities that could result in take of covered species. However, Robert Mondavi will notify the Service as soon as reasonably possible after discovering such a situation, and will make reasonable accommodations to the Service to attempt to relocate affected individuals of the covered species prior to the emergency management actions. The Parties acknowledge that relocation efforts may be precluded by certain emergency situations. Robert Mondavi and the Service will work cooperatively to avoid impacts to covered species.

### **5.0 RESPONSIBILITIES OF THE PARTIES**

#### **5.1 Landowner Responsibilities**

Robert Mondavi agrees to implement the management actions and other provisions of this Agreement, to adhere to the terms and conditions of the Permit, and to provide sufficient funding and other resources necessary to implement the Agreement.

With reasonable advance notice, Robert Mondavi shall allow Service personnel, or other properly permitted and qualified persons designated by the Service, to enter the enrolled property at reasonable hours and times for purposes directly related to this Agreement.

#### **5.2 Service Responsibilities**

The Service will endeavor to provide technical assistance and funding, if requested and available, to Robert Mondavi to assist with implementation of the Agreement.

The Service will ensure that Robert Mondavi implements the Agreement properly.

### **5.3 Shared Responsibilities of the Parties**

The Parties will ensure that the Agreement and the actions covered in the Agreement are consistent with applicable Federal, State, and Tribal laws and regulations.

The Parties will ensure that the terms of the Agreement will not be in conflict with any ongoing conservation or recovery programs for the covered species.

Nothing in this Agreement will be construed to limit or constrain any Party or any other entity from taking additional actions at its own expense to protect or conserve the covered species.

Nothing in this Agreement will limit the ability of Federal and State conservation authorities to perform their lawful duties, and conduct investigations as authorized by statute and by court guidance and direction.

Each Party will have all remedies otherwise available to enforce the terms of the Agreement and the Permit, except that no Party shall be liable in damages for any breach of this Agreement, any performance or failure to perform an obligation under this Agreement, or any other cause of action arising from this Agreement.

The Parties agree to work together in good faith to resolve any disputes, using dispute resolution procedures agreed upon by all Parties.

### **6.0 LANDOWNER ASSURANCES**

Through this Agreement, the Service provides Robert Mondavi assurances that it may use, alter, or modify the enrolled property, even if such use, alteration, or modification results in the incidental take of the covered species to such an extent that the take returns the covered species to the originally agreed upon baseline conditions. These assurances depend on Robert Mondavi complying with the obligations in this Agreement and in the Permit. Further, the assurances apply only to this Agreement, only if the Agreement is being properly implemented, and only with respect to species covered by the Agreement and Permit.

The Service has determined that the incidental take of covered species authorized by this Agreement and its accompanying permit will not appreciably reduce the likelihood of survival and recovery in the wild of the covered species.

### **7.0 AGREEMENT/PERMIT MANAGEMENT**

### **7.1 Agreement/Permit Termination**

Robert Mondavi can terminate this Agreement at any time by providing the Service with 30 days written notice. However, Robert Mondavi acknowledges that early termination of the Agreement will result in a corresponding termination of the Permit and Robert Mondavi's loss of the regulatory assurances provided by the Permit for the covered species. Robert Mondavi may, however, prior to terminating the Agreement, return the enrolled property to baseline conditions, even if the expected net conservation benefits have not been realized.

### **7.2 Agreement Renewal and Permit Extension**

The Agreement can be renewed with or without modification with the approval of all Parties. If the Agreement is renewed, the corresponding Permit duration will likely be extended beyond the duration of the Agreement. The duration of the renewed Agreement and Permit will be agreed upon by the Parties.

If the restored habitat remains on the enrolled lands at the end of the Permit term in 2045, with or without the covered species, the Service may agree to extend the term of the Permit so that Mondavi would continue to benefit from the assurances and would not be liable for section 9 prohibitions on the restored lands. The duration of the extended Permit would be agreed upon by the Parties.

### **7.3 Agreement Amendments**

Amendments to this Agreement can be proposed by any Party to the Agreement and must be provided to the other Parties in writing. All Parties will have at least 60 days to evaluate proposed amendments, and all amendments must be approved in writing by each Party.

### **7.4 Transfer of Agreement/Permit Benefits**

By signature of this Agreement, Robert Mondavi agrees to notify the Service in writing and at least 30 days in advance if all or a portion of its leasehold interest in the enrolled property is to be transferred to another owner. If Robert Mondavi transfers its interest in all or part of the enrolled property, the Service will regard the transferee as having the same rights and obligations as Robert Mondavi under this Agreement, if the transferee agrees to become a party to the original Agreement.

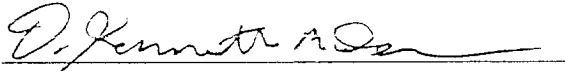
Actions taken by the transferee that result in the take of covered species would be authorized if the transferee maintains the terms and conditions of the original Agreement and the Permit. If the transferee does not become a Party to the Agreement, it would neither incur responsibilities under the Agreement nor receive any assurances relative to the Act's section 9 prohibitions that might result from the transferee's actions.

After any notification of a transfer of interest in the enrolled property, the Service will contact the proposed transferee to explain the original Agreement and to determine whether the transferee will become a Party the original Agreement or enter a new Agreement. When a transferee becomes a Party to the original Agreement, the Service will honor the terms and conditions of the original Agreement and Permit.

## **8.0 SIGNATURES**

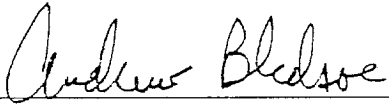


By our signatures below, each Party agrees to abide by and uphold the provisions of this Agreement and any conditions of the Permit associated with this Agreement.



Ken McDermont, Deputy Manager,  
California/Nevada Operations Office,  
U.S. Fish and Wildlife Service

Date 7-16-03



Robert Mondavi Winery

U.P. Winegrowing

Date 6/23/03

## TACO CREEK RIPARIAN MANAGEMENT PLAN

To accompany the Safe Harbor Agreement Between  
Robert Mondavi Winery and the U.S. Fish and Wildlife Service

**PURPOSE:** The purpose of this Taco Creek Riparian Management Plan is to restore a native riparian forest buffer along an approximately 2-kilometer segment of Taco Creek on property leased by the Robert Mondavi Winery from the Santa Margarita Ranch LLC. The restoration of native forest buffer along Taco Creek is expected to create habitat conditions suitable for the California red-legged frog (*Rana aurora draytonii*), the least Bell's vireo (*Vireo bellii pusillus*), and the Southwestern willow flycatcher (*Empidonax traillii extimus*). The creation of those habitat conditions, and the additional bullfrog and cowbird control measures described below are expected to contribute to the conservation of each of these federally protected species. This Taco Creek Riparian Management Plan is part of a larger conservation plan for the "Phase I" vineyard at Cuesta Ridge developed in cooperation with the Templeton office of the Natural Resources Conservation Service, and is intended to form the basis for the issuance by the U.S. Fish and Wildlife Service to Robert Mondavi Winery of a "safe harbor" permit pursuant to the Service's Safe Harbor Policy.

**DESCRIPTION OF CURRENT CONDITIONS IN TACO CREEK:** A more detailed description of current conditions in and along Taco Creek, and a map of the project area can be found in a site assessment prepared in July 2001 by Althouse and Meade, Inc. In general, Taco Creek is an ephemeral stream that flows in a generally northeasterly direction from the Los Padres National Forest across the far eastern portion of the Santa Margarita Ranch before emptying into Rinconada Creek (a perennial stream) in the general vicinity of Five-mile Bridge on Pozo Road. Rinconada Creek discharges into the Salinas River less than a mile further downstream.

Riparian conditions along Taco Creek are severely degraded, a condition that is likely due to past grazing practices. According to the site assessment done by Althouse and Meade, Inc., virtually none of the stream channel is shaded, and only about two percent of the channel has overhanging willow. In addition to willows, there are scattered cottonwoods and oaks, but over much of its length, the banks and adjacent areas are dominated by non-native weeds, particularly yellow starthistle. As described more fully below, approximately 1,500 willow canes were planted in 2000 and 2001 along the lower portions of the stream bank and more than 400 oaks were planted above the willows. These recently planted trees are currently under three feet tall.

### RESTORATION ACTIVITIES:

*Exclusion of livestock from project area.* To facilitate the restoration effort, Robert Mondavi Winery has excluded livestock from the entirety of the Cuesta Ridge Vineyard, including the Taco Creek project area, and will continue to do so for the life of the project. Livestock may be used to reduce starthistle when their use will not impede restoration of the riparian area or affect the covered species.

*Tree Planting.* In 2000 and early 2001, approximately 1,500 willow canes, taken from on-property sources, were planted on the banks and on the top of the banks of Taco Creek. As of June 2001, about half of these had survived. In addition, in the same general time period, more than 400 oaks, including coast live oak (*Quercus agrifolia*), valley oak (*Q. lobata*), and blue oak (*Q. douglasii*) were planted on the flats immediately above the banks, with the goal of establishing a forested buffer of approximately 50 feet on each side of Taco Creek. Additional plantings will be done as necessary to replace non-surviving trees and to achieve a desired average canopy cover of approximately 60 percent over the length of the project.

*Control of Exotic Plants.* A concerted effort to control yellow starthistle was initiated contemporaneously with the above tree plantings, and will be continued as necessary to ensure the success of the native vegetation restoration effort. Control methods to be used include late season mowing (before the setting of seeds), and possibly herbicides and an experimental steam treatment. Beginning in year 2005, surveys will be conducted prior to the application of pesticides near California red-legged frogs habitat to determine whether the species is present in the area. If this species is present, application of pesticides will not occur within 100 feet of aquatic sites.

*Planting of Other Native Vegetation.* As the density of yellow starthistle is reduced, creeping wild rye, collected on Santa Margarita Ranch, will be planted among the willows. Above the banks, a variety of other shrubs and native grasses will be planted among the newly planted oaks. These will include some or all of the following: coffee berry, toyon, blue wild rye, and native bunch grasses.

*Enhancement of Pools.* To improve the quality of red-legged frog breeding habitat, efforts to deepen existing pools in Taco Creek will be undertaken by placing woody debris or other natural material in appropriate locations. Beginning in year 2005, surveys will be conducted prior to work in the streambed to determine whether California red-legged frogs are present in the area proposed for pool enhancement. If this species is present, work in the streambed will be postponed until individuals have moved out of the area.

*Instruction of Vineyard Crews.* To increase the likelihood of success of the riparian management effort, Robert Mondavi Vineyards will instruct all personnel working at Cuesta Ridge Vineyards to carry out their duties in such a way as to minimize disturbance to the riparian habitat and the species that occupy it. Parking and eating areas for vineyard crews will be located in the uplands so as to avoid impacts to the riparian area.

*Bullfrog Control.* As native riparian habitat is restored along Taco Creek, habitat much more suitable for the California red-legged frog than existing conditions will be created. The ability of the California red-legged frog to use this newly restored habitat successfully will increase if non-native bullfrogs are not present to compete with it. Because Taco Creek is an ephemeral stream, in which the pools typically dry up completely by July, bullfrogs are not expected to be able to reproduce successfully in it. However, bullfrogs may be able to repeatedly “colonize” Taco Creek from nearby areas supporting reproducing bullfrog populations. To reduce the likelihood and extent of such colonization, active bullfrog control measures at nearby sites may be helpful.

Several sites on or near Cuesta Ridge Vineyard are known to harbor reproducing bullfrog populations. Two ponds near the Taco Creek headwaters, outside the Cuesta Ridge Vineyard boundary, are believed to support bullfrogs. Within Cuesta Ridge Vineyard, another pond located about three-quarters of a mile west of the project area also apparently supports bullfrogs, as may a wetland site a short distance to the north of that pond. On the east side of Taco Creek a recently constructed storage reservoir, although devoid of any emergent or shoreline vegetation, could conceivably support bullfrogs now or in the future.

Robert Mondavi Winery will conduct bullfrog control, using various methods. These methods include, but are not limited to, draining their breeding ponds, gigging adults, collecting individuals and egg masses by hand or with nets, and collecting tadpoles in minnow traps. Draining of the ponds will occur at least 2 weeks after any California red-legged frogs present have metamorphosed and before the onset of the next breeding season; **if California red-legged frogs are not present, draining of the ponds could be done as early as August.** Such bullfrog control efforts will be initiated after suitable habitat for the red-legged frog has been established in and along Taco Creek (expected to take about three years). Such bullfrog control efforts may also be undertaken at the two ponds near the Taco Creek headwaters that lie outside the Cuesta Ridge Vineyard if the consent of the owner is secured.

*Cowbird Control.* Once suitable nesting habitat for the two listed bird species is established along Taco Creek (expected to take about nine years), monitoring will be done to determine whether either of those two birds utilizes the restored habitat and whether brown-headed cowbirds are present on the property. If cowbirds are present on the enrolled lands, Robert Mondavi will allow cowbird control efforts to be carried out on the property by Service-approved persons and will assist such efforts to the best of its ability.

*Time Period for Management Activities.* Riparian revegetation and pool enhancement efforts are expected to be completed in approximately three years. Any bullfrog control efforts on which the parties agree will be initiated thereafter and continue for not less than five years. If cowbird control efforts are initiated, they will be continued for not less than three years. Instruction of vineyard crews, as described above, will continue for the duration of the Safe Harbor Agreement between Robert Mondavi Winery and the Fish and Wildlife Service.

**RELATED DOCUMENTS.** For additional background and further details concerning many of the matters discussed in this riparian management plan, two related documents should be consulted. They are the June 28, 2001, Site Assessment for California Red-Legged Frogs prepared by Althouse and Meade, Inc., and the July 24, 2001 Conservation Plan for the Cuesta Ridge Vineyard prepared by Margy Lindquist of the Templeton office of the Natural Resources Conservation Service.